

Illinois Department of Insurance
Honorable Michael T. McRaith
Director of Insurance
320 W. Washington St.
Springfield, IL 62767

RE: Dental Hygienists Professional/Business Liability Program
The Dentists Insurance Company
Department File DHF 0407 & DHR0407

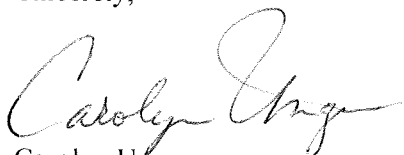
94-2698799 ✓

Dear Mr. McRaith,

The Dentists Insurance Company (TDIC) is requesting approval of its new Dental Hygienists Professional/Business Liability Insurance Program. TDIC has been the endorsed Professional/Business Liability and Property Insurance company for the Illinois State Dental Society (ISDS) for eleven years. During this period ISDS added a membership category for Dental Hygienists. In an effort for ISDS to bring additional value to all of its members they requested that TDIC consider adding an insurance policy for their hygienists.

The attached filings for Rate, Rules, and Forms is TDIC's initial filing for this policy. Our plan is to have this filing approved for use effective April 1, 2007. If there are any questions or additional information needed please advise.

Sincerely,


Carolyn Unger
Vice President, Underwriting

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MEM
RUL
Jm
Jeh

The Dentists Insurance Company

a California Dental Association company


1201 K Street, 17th Floor, Sacramento, CA 95814 | t. 800.733.0634 | p. 916.443.4501 | f. 916.443.4468 | thedentists.com

ILLINOIS CERTIFICATION FOR MEDICAL MALPRACTICE RATES

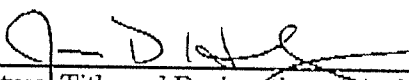
(215 ILCS 5/155.18)(3) states that medical liability rates shall be certified in such filing by an officer of the company and a qualified actuary that the company's rates are based on sound actuarial principles and are not inconsistent with the company's experience.

I, Mark A. Soeth, a duly authorized officer of The Dentists Insurance Company, am authorized to certify on behalf of the Company making this filing that the company's rates are based on sound actuarial principles and are not inconsistent with the company's experience, and that I am knowledgeable of the laws, regulations and bulletins applicable to the policy rates that are the subject of this filing.

I, James D. Hurley, ACAS, MAAA, a duly authorized actuary of Towers Perrin Tillinghast, am authorized to certify on behalf of The Dentists Insurance Company making this filing that the company's rates are based on sound actuarial principles and are not inconsistent with the company's experience, and that I am knowledgeable of the laws, regulations and bulletins applicable to the policy rates that are the subject of this filing.


Signature and Title of Authorized Insurance Company Officer

1/31/07
Date


Signature, Title and Designation of Authorized Actuary

1/30/07
Date

Insurance Company FEIN 94-26987999 Filing Number DHR0407

Insurer's Address 1201 K Street

City Sacramento State California Zip Code 95812

Contact Person's:

-Name and E-mail Carolyn Unger / email carolyn.unger@cda.org

-Direct Telephone and Fax Number 916-554-5363 Fax# 916-554-5957



RECEIVED

FEB - 1 2007

IDFPR
DIVISION OF INSURANCE
SPRINGFIELD

January 31, 2007

Illinois Department of Insurance
Property & Casualty Compliance, Division of Insurance
Illinois Department of Financial & Professional Regulation
Julie Anderson, Assistant Casualty Actuary
320 W. Washington Street
Springfield, IL 62767

RE: Dental Hygienists Professional/Business Liability Program Certification for Medical
Malpractice Rates
Filing DHR0407

Dear Ms. Anderson:

Thank you for your prompt response to our rate filing for the dental hygienists. I have attached the Illinois Certification for Medical Malpractice Rates signed by our actuary James Hurley of Towers Perrin Tillinghast and Mark Soeth, President and CEO of The Dentists Insurance Company. If you need any additional information or clarification please advise.

Please call or email if you have any other questions.

Sincerely,

Carolyn Unger
Vice President, Underwriting

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ILLINOIS CERTIFICATION OF COMPLIANCE FORM

I, Mark A. Soeth a duly authorized officer of
The Dentists Insurance Company _____, do hereby certify that I am
authorized to certify on behalf of the Company or Advisory Organization making
this filing, and that I am knowledgeable of the laws, regulations and bulletins
applicable to the policy form(s) that is (are) the subject of this filing, and that, to
the best of my knowledge and belief, this filing is complete, and said policy
form(s), as presented, is (are) in compliance with applicable filing standards,
Illinois laws, regulations, and bulletins, and applicable checklists on the Illinois
Department of Insurance website dated 01/14/07 _____.

I understand that the Illinois Department of Insurance will rely on this certification
to expedite review of this filing, and should it be determined that the policy
form(s) does (do) not comply with the applicable laws, regulations, bulletins, or
checklists, or that this certification is materially false, misleading, or incorrect,
appropriate corrective and disciplinary action, as authorized by law, will be taken
by the Department against the insurer or advisory organization and the officer
completing this certification.



Signature of Authorized Officer Date

Name of Authorized Officer

(print) Mark Soeth

Title of Officer President & CEO

Insurer or Advisory Organization

Name The Dentists Insurance Company

FEIN 942698799

Address of Insurer or Advisory Organization 1201 K Street

City Sacramento

State California

Zip 95812

Direct Telephone Number 916-554-4930

Fax Number 916-498-6162

Email

Address mark.soeth@cda.org

Filing Number that Applies to this Filing DHR0407

Property & Casualty Transmittal Document (Revised 1/1/06)

**1. Reserved for Insurance
Dept. Use Only****2. Insurance Department Use only**

a. Date the filing is received:

b. Analyst:

c. Disposition:

d. Date of disposition of the filing:

e. Effective date of filing:

New Business

Renewal Business

f. State Filing #:

g. SERFF Filing #:

h. Subject Codes

3. Group Name

N/A

Group NAIC #

N/A

4. Company Name(s)**Domicile****NAIC #****FEIN #**

The Dentists Insurance Company

CA

40975

94-2698799

5. Company Tracking Number

DHR0407

Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]**6. Name and address****Title****Telephone #s****FAX #****e-mail**

Carolyn Unger

V.P

800-733-0635

916-443-4468

carolyn.unger@cda.org

Underwriting

x5363

7. Signature of authorized filer**8. Please print name of authorized filer**

Carolyn Unger

Filing information (see General Instructions for descriptions of these fields)**9. Type of Insurance (TOI)**

Medical Malpractice 11-00000

10. Sub-Type of Insurance (Sub-TOI)

11-0005

11. State Specific Product code(s)(if applicable)[See State Specific Requirements]

N/A

12. Company Program Title (Marketing title)

Dental Hygienist Professional & Business Liability

13. Filing Type

☐ Rate/Loss Cost ☐ Rules ☒ Rates/Rules
☐ Forms ☐ Combination Rates/Rules/Forms
☐ Withdrawal ☐ Other (give description)

14. Effective Date(s) Requested

New: 4-1-2007

Renewal: 4-1-2007

15. Reference Filing?☐ Yes ☒ No**16. Reference Organization (if applicable)****17. Reference Organization # & Title****18. Company's Date of Filing**

1-17-2007

19. Status of filing in domicile☒ Not Filed ☐ Pending ☐ Authorized ☐ Disapproved

Property & Casualty Transmittal Document—

20. This filing transmittal is part of Company Tracking # DHR0407

21. Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]

See Attached Cover Letter

22. Filing Fees (Filer must provide check # and fee amount if applicable)
[If a state requires you to show how you calculated your filing fees, place that calculation below]

Check #:

Amount:

N/A IL Will bill Qtrly per Gayle Neuman on 1-17-2007

Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.

***Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)

PC TD-1 pg 2 of 2

RATE/RULE FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes rate-related items such as Rate; Rule; Rate & Rule; Reference; Loss Cost; Loss Cost & Rule or Rate, etc.)

(Do not refer to the body of the filing for the component/exhibit listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #	DHR0407
2.	This filing corresponds to form filing number (Company tracking number of form filing, if applicable)	DHR0407

☐ Rate Increase ☐ Rate Decrease ☒ Rate Neutral (0%) -New

3.	Filing Method (Prior Approval, File & Use, Flex Band, etc.)		Prior Approval				
4a.	Rate Change by Company (As Proposed)						
	Company Name	Overall % Rate Impact	Written premium change for this program	# of policyholders affected for this program	Written premium for this program	Maximum % Change (where required)	Minimum % Change (where required)
	TDIC	N/A	N/A	0- New	N/A	N/A	N/A
4b.	Rate Change by Company (As Accepted) For State Use Only						
	Company Name	Overall % Rate Impact	Written premium change for this program	# of policyholders affected for this program	Written premium for this program	Maximum % Change	Minimum % Change

5. Overall Rate Information (Complete for Multiple Company Filings only)			
		COMPANY USE	STATE USE
5a	Overall percentage rate impact for this filing		
5b	Effect of Rate Filing – Written premium change for this program		
5c	Effect of Rate Filing – Number of policyholders affected		

6.	Overall percentage of last rate revision	New Program
7.	Effective Date of last rate revision	N/A
8.	Filing Method of Last filing (Prior Approval, File & Use, Flex Band, etc.)	N/A

9.	Rule # or Page # Submitted for Review	Replacement or withdrawn?	Previous state filing number, if required by state
01	Rules/Rates Manual	[x] New [] Replacement [] Withdrawn	N/A
02		[] New [] Replacement [] Withdrawn	
03		[] New [] Replacement [] Withdrawn	

Neuman, Gayle

From: Neuman, Gayle
Sent: Monday, March 19, 2007 9:36 AM
To: 'Unger, Carolyn'
Subject: RE: Filing #DHR0407

Carolyn,

We just simply request you add a statement to the filing to clarify that the discounts/credits in place while the policy was in effect will not be removed in determining the extended reporting period premium.

From: Unger, Carolyn [mailto:Carolyn.Unger@cda.org]
Sent: Friday, March 16, 2007 3:12 PM
To: Neuman, Gayle
Subject: RE: Filing #DHR0407
Importance: High

Gayle:

I left you a message around 2 pm today. I want to address and resolve your concerns. However, as I stated I believe that we had done so. We did state in the rules that the ERE premium is based upon the last policy premium when a policy is cancelled or nonrenewed. Secondly, when that request occurs we send a certified letter stating the cost of the tail and the fact that there is a 60 day mini-tail already in place. If you want us to make it clearer in our rule I will do so. However, if you are looking for something else I really need to talk to you to ensure that we are amending the rule as needed.

Thank you for your assistance. I really want to resolve your concern.

Carolyn

From: Neuman, Gayle [mailto:Gayle.Neuman@illinois.gov]
Sent: Friday, March 16, 2007 7:51 AM
To: Unger, Carolyn
Subject: Filing #DHR0407

Carolyn,

The "other insurance" issue is in compliance as submitted in your last e-mail on March 15, 2007.

Another issue to address that basically was sidetracked because of the "other insurance" issue. In my 2/28/07 e-mail, we requested wording be added (1) to indicate if any credits or discounts will be added or removed when determining the final premium for the extended reporting period, and (2) to indicate the company will inform the insured of the premium for the extended reporting period at the time the last policy is purchased.

Your prompt attention is appreciated.

3/19/2007

Neuman, Gayle

From: Unger, Carolyn [Carolyn.Unger@cda.org]
Sent: Friday, March 16, 2007 3:12 PM
To: Neuman, Gayle
Subject: RE: Filing #DHR0407
Importance: High

Gayle:

I left you a message around 2 pm today. I want to address and resolve your concerns. However, as I stated I believe that we had done so. We did state in the rules that the ERE premium is based upon the last policy premium when a policy is cancelled or nonrenewed. Secondly, when that request occurs we send a certified letter stating the cost of the tail and the fact that there is a 60 day mini-tail already in place. If you want us to make it clearer in our rule I will do so. However, if you are looking for something else I really need to talk to you to ensure that we are amending the rule as needed.

Thank you for your assistance. I really want to resolve your concern.

Carolyn

From: Neuman, Gayle [mailto:Gayle.Neuman@Illinois.gov]
Sent: Friday, March 16, 2007 7:51 AM
To: Unger, Carolyn
Subject: Filing #DHR0407

Carolyn,

The "other insurance" issue is in compliance as submitted in your last e-mail on March 15, 2007.

Another issue to address that basically was sidetracked because of the "other insurance" issue. In my 2/28/07 e-mail, we requested wording be added (1) to indicate if any credits or discounts will be added or removed when determining the final premium for the extended reporting period, and (2) to indicate the company will inform the insured of the premium for the extended reporting period at the time the last policy is purchased.

Your prompt attention is appreciated.

From: Unger, Carolyn [mailto:Carolyn.Unger@cda.org]
Sent: Thursday, March 15, 2007 6:23 PM
To: Neuman, Gayle
Cc: Hargon, Melissa; Diaz, Liz
Subject: Illinois Dental Hygienist response for TDIC
Importance: High

Please see the attached to comply with the recent request to revise the other insurance clause. Please advise if any questions.

<<Illinois Other insurance.pdf>> <<DENTAL HYGIENST Rules ratesil MANUAL (4) (2).doc>>
 <<DHresponseIL31507.doc>>

Carolyn Unger

3/19/2007

Neuman, Gayle

From: Unger, Carolyn [Carolyn.Unger@cda.org]

Sent: Monday, March 19, 2007 10:24 AM

To: Neuman, Gayle

Cc: Diaz, Liz; Hargon, Melissa

Subject: TDIC Response DHR0407

Importance: High

Attachments: DHresponseIL31907.doc; DENTAL HYGIENST Rules ratesil MANUAL (5) (2).doc

Ms. Nueman:

Please the attached and advise if we need to make any additional changes.

<<DHresponseIL31907.doc>> <<DENTAL HYGIENST Rules ratesil MANUAL (5) (2).doc>>

Thank you,

Carolyn Unger

Vice President, Underwriting

CDA / CDA Foundation / **TDIC** / TDIC Insurance Solutions

1201 K Street, 17th Floor

Sacramento, CA 95814

916.554.5363

916.443.4468 fax

carolyn.unger@cda.org

thedentists.com

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3/19/2007



March 19, 2007

Illinois Department of Insurance
Property & Casualty Compliance, Division of Insurance
Illinois Department of Financial & Professional Regulation
Gayle Neuman
320 W. Washington Street
Springfield, IL 62767

RE: Dental Hygienists Professional/Business Liability Program
Filing DHR0401

Dear Ms. Neuman,

Thank you for your prompt response to our form and rule filing for the dental hygienists. See the attachment for the item requested in your email of March 16, 2007. If there are any additional points to discuss, please call to expedite.

In my 2/28/07 e-mail, we requested wording be added (1) to indicate if any credits or discounts will be added or removed when determining the final premium for the extended reporting period, and (2) to indicate the company will inform the insured of the premium for the extended reporting period at the time the last policy is purchased.

The wording in the Rule Manual page 5 responds to the Extended Reporting Endorsement (ERE) and has been revised to specifically address that any credits/discounts will remain in place when the final premium is determined. That same section advises that the insured will at the time of the ERE offer be advised of the premium and date due.

Please advise if there are any questions or additional changes needed to comply. We look forward to your response and approval.

Please call or email if you have any other questions or clarifications.

Sincerely,

Carolyn Unger
Vice President, Underwriting

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a California Dental Association company

1201 K Street, 17th Floor, Sacramento, CA 95814 | t. 800.733.0634 | p. 916.443.4501 | f. 916.443.4468 | thedentists.com

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Non-Renewal

Policies will be non-renewed for the following reasons:

1. Claims activity, which can include frequency and/or severity.
2. State board actions.
3. Deterioration of the pattern of practice.
4. Falsification of the insurance application.
5. Alteration of patients' records.
6. Felony or misdemeanor conviction (if in connection with a dental practice);
7. Not reporting a claim or potential claim in a timely manner(if the claims department determines this delay affected the handling of the claim);
8. State dental association non-membership.

Extended Reporting Period Endorsement

All policies canceled or non-renewed will be sent a certified letter offering an extended reporting period endorsement, and will include the cost. The premium used for this endorsement is based on rates and rules in effect at the time the extended report endorsement is issued. The policyholder will have sixty (60) days after the effective date of termination to provide a written acceptance and to pay the premium. The extended reporting period will be for an unlimited timeframe.

The entire extended reporting period endorsement premium may be waived for death and for total permanent disability. The entire extended reporting period endorsement premium will be waived for retirement if the policyholder has been insured for three consecutive years with TDIC.

Neuman, Gayle

From: Unger, Carolyn [Carolyn.Unger@cda.org]
Sent: Thursday, March 15, 2007 6:23 PM
To: Neuman, Gayle
Cc: Hargon, Melissa; Diaz, Liz
Subject: Illinois Dental Hygienist response for TDIC
Importance: High
Attachments: Illinois Other insurance.pdf; DENTAL HYGIENST Rules ratesil MANUAL (4) (2).doc; DHresponsel31507.doc

Please see the attached to comply with the recent request to revise the other insurance clause. Please advise if any questions.

<<Illinois Other insurance.pdf>> <<DENTAL HYGIENST Rules ratesil MANUAL (4) (2).doc>>
<<DHresponsel31507.doc>>

Carolyn Unger

Vice President, Underwriting

CDA / CDA Foundation / **TDIC** / TDIC Insurance Solutions

1201 K Street, 17th Floor

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carolyn.unger@cda.org

thedentists.com

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3/16/2007



M

Illinois Department of Insurance
Property & Casualty Compliance, Division of Insurance
Illinois Department of Financial & Professional Regulation
Gayle Neuman
320 W. Washington Street
Springfield, IL 62767

RE: Dental Hygienists Professional/Business Liability Program
Filing DHR0401&DHF0401

Dear Ms. Neuman,

Thank you for your prompt response to our form and rule filing for the dental hygienists. See the response and attachment for the item requested in your email of March 13, 2007. If there are any additional points to discuss, please call to expedite.

The "other insurance" in regard to general liability must also contribute by shares.

The Other Insurance Clause is revised in the attached Rate and Rule Manual and Form to comply with the requirement to include contribution by equal shares for both the general liability and professional liability, and match the endorsement wording. The only coverages when TDIC will be excess is in the case of fire, property, extended coverage or other first party coverage. In addition, TDIC will be excess for claims that arise out of automobile, other motor vehicle, aircraft or watercraft liability coverage.

We discussed this item on March 14th. You indicated that the revised wording should fulfill the insurance requirements. Please advise if there are any questions or additional changes needed to comply. We look forward to your response and approval.

Please call or email if you have any other questions or clarifications.

Sincerely,

Carolyn Unger
Vice President, Underwriting

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a California Dental Association company

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Neuman, Gayle

From: Unger, Carolyn [Carolyn.Unger@cda.org]
Sent: Tuesday, March 13, 2007 3:47 PM
To: Neuman, Gayle
Subject: RE: DENTAL HYGIENIST Rules ratesil MANUAL (3)

Ms. Neuman:

I will review the General Liability other insurance provision and get back to you tomorrow. Thank you for your prompt response.

Carolyn Unger

Vice President, Underwriting
CDA / CDA Foundation / **TDIC** / TDIC Insurance Solutions
1201 K Street, 17th Floor
Sacramento, CA 95814
916.554.5363
916.443.4468 fax
carolyn.unger@cda.org
thedentists.com

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From: Neuman, Gayle [mailto:Gayle.Neuman@illinois.gov]
Sent: Tuesday, March 13, 2007 1:42 PM
To: Unger, Carolyn
Subject: RE: DENTAL HYGIENIST Rules ratesil MANUAL (3)

Ms. Unger,

The "other insurance" in regard to general liability must also contribute by shares.

Your prompt attention is appreciated.

From: Unger, Carolyn [mailto:Carolyn.Unger@cda.org]
Sent: Tuesday, March 13, 2007 11:08 AM
To: Neuman, Gayle
Subject: DENTAL HYGIENIST Rules ratesil MANUAL (3)
Importance: High

<<DENTAL HYGIENST Rules ratesil MANUAL (3).doc>> <<DHresponseIL31307.doc>>

Sorry for the oversight of the rest of the other insurance clause. See the attached for a revised version.

Carolyn Unger

Vice President, Underwriting
CDA / CDA Foundation / **TDIC** / TDIC Insurance Solutions

3/14/2007

1201 K Street, 17th Floor
Sacramento, CA 95814
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M

Illinois Department of Insurance
Property & Casualty Compliance, Division of Insurance
Illinois Department of Financial & Professional Regulation
Gayle Neuman
320 W. Washington Street
Springfield, IL 62767

RE: Dental Hygienists Professional/Business Liability Program
Filing DHR0401

Dear Ms. Neuman,

Thank you for your prompt response to our form filing for the dental hygienists. See the response and attachment for item requested in your email of March 13, 2007. If there are any additional points to discuss, please call to expedite.

In regard to the issue regarding "other insurance", "other insurance" language added on page 8 is an incomplete thought.

The Other Insurance Clause is revised in the attached Rate and Rule Manual to comply with the requirement and match the endorsement wording. I left off part of the "Other Insurance" Clause in error.

Please call or email if you have any other questions or clarifications.

Sincerely,

Carolyn Unger
Vice President, Underwriting

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a California Dental Association company

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Neuman, Gayle

From: Neuman, Gayle
Sent: Tuesday, March 13, 2007 9:39 AM
To: 'Unger, Carolyn'
Subject: RE: DENTAL HYGIENIST Rules ratesil MANUAL (3)

Carolyn,

I have now reviewed all response received in regard to filing DHR0407. The "other insurance" language added on page 8 is an incomplete thought. Please revise and submit at your earliest convenience.

From: Unger, Carolyn [mailto:Carolyn.Unger@cda.org]
Sent: Friday, March 09, 2007 11:13 AM
To: Neuman, Gayle
Cc: Hargon, Melissa; Diaz, Liz
Subject: DENTAL HYGIENIST Rules ratesil MANUAL (3)

<<DENTAL HYGIENST Rules ratesil MANUAL (3).doc>> <<DHresponsell3907.doc>>

The hard copy will follow in the mail to reach you by Monday. The language used for the "Other Insurance" provision is modeled from the provision in the ISO 2000 CGL form.

Thank you,

Carolyn Unger

Vice President, Underwriting

CDA / CDA Foundation / **TDIC** / TDIC Insurance Solutions

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Sacramento, CA 95814

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3/13/2007

Neuman, Gayle

From: Unger, Carolyn [Carolyn.Unger@cda.org]
Sent: Tuesday, March 13, 2007 11:08 AM
To: Neuman, Gayle
Subject: DENTAL HYGIENIST Rules ratesil MANUAL (3)
Importance: High
Attachments: DENTAL HYGIENST Rules ratesil MANUAL (3).doc; DHresponseIL31307.doc

<<DENTAL HYGIENST Rules ratesil MANUAL (3).doc>> <<DHresponseIL31307.doc>>

Sorry for the oversight of the rest of the other insurance clause. See the attached for a revised version.

Carolyn Unger

Vice President, Underwriting

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3/13/2007

**THE DENTISTS INSURANCE COMPANY
RULES AND RATES MANUAL
FOR ILLINOIS**

TABLE OF CONTENTS

PROFESSIONAL AND BUSINESS LIABILITY RULES1

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**PROFESSIONAL AND BUSINESS LIABILITY RULES FOR DENTAL
HYGIENISTS**

Eligibility

Membership of a state dental association is a requirement for coverage.

Applicants practicing in more than one state will be declined.

The Dentists Insurance Company (TDIC) may insure hygienist who have been practicing uninsured. Prior acts will not be provided and applicant must be claims free for the past five (5) years.

A Declarations Insert is required for all applicants requesting prior acts coverage.

Policy Term

All policies will have a common renewal date of January 1. The policies have a retroactive date which will trigger coverage if "prior acts" coverage is needed. Prior acts coverage can be granted back to July 1, 1984, if needed.

Payment of Premium

Payment can only be paid annually.

Classification/Specialty

Specialty Code	70
Classification Code	70
Description	Dental Hygienist

Territorial Guidelines

Every dental hygienist will be assigned to a territory.

Limits of Liability

Policy limits are based on a per claim/aggregate basis

Limits available:

\$1,000,000 per claim/\$3,000,000 aggregate

Hygienist Business Liability coverage will carry an occurrence limit of liability equal to the above limits. The aggregate limit applies to both the Professional Liability and Hygienist Business Liability.

Waiver of Premium

All policy changes that result in additional premium of \$10.00 or less will be waived.

Discounts/Credits

Recently graduated hygienists are eligible for a new hygienist discount of 50% on the annual premium. This premium discount is granted for **one** year.

Student hygienists, if they are practicing in a supervised setting, are eligible for a 50% discount.

Policyholders may have their coverage suspended for six months for such things as maternity leave, care of new born or family members. For military service the suspension may be granted for up to 1 year.

Policyholders who work 20 hrs or less a week are eligible for a 50% discount.

Cancellation/Non-Renewal

A policy may be canceled for non-payment, and ten days notice will be given. A policy if it is to be non-renewed will be given sixty days notice.

Declination

An applicant to TDIC may be declined if, within the last five years, while a licensed hygienist:

1. There have been two claims, suit or non-suit, open or closed.
2. There has been one claim closed with an indemnity payment of \$12,000 or more.
3. The applicant is uninsured and has a claim of any kind.
4. There has been a state board action.
5. Any applicant who previously has been non-renewed by TDIC for claims frequency or severity or state board actions.
6. Pattern of practice that does not meet underwriting standards; such as an independent practice.
7. There are any open claims.

Non-Renewal

Policies will be non-renewed for the following reasons:

1. Claims activity, which can include frequency and/or severity.
2. State board actions.
3. Deterioration of the pattern of practice.
4. Falsification of the insurance application.
5. Alteration of patients' records.
6. Felony or misdemeanor conviction (if in connection with a dental practice);
7. Not reporting a claim or potential claim in a timely manner(if the claims department determines this delay affected the handling of the claim);
8. State dental association non-membership.

Extended Reporting Period Endorsement

All policies canceled or non-renewed will be sent a certified letter offering an extended reporting period endorsement, and will include the cost. The premium used for this endorsement is based on rates and rules in effect at the time the extended report endorsement is issued. The policyholder will have sixty (60) days after the effective date of termination to provide a written acceptance and to pay the premium. The extended reporting period will be for an unlimited timeframe.

The entire extended reporting period endorsement premium may be waived for death and for total permanent disability. The entire extended reporting period endorsement premium will be waived for retirement if the policyholder has been insured for three consecutive years with TDIC.

Rates

Territorial definition

All one territory

Premium

\$125

Discounts

New graduate	50%
Student	50%
Part-time	50%

Extended Reporting Rate

The extended reporting rate is applied to the expiring annual premium and is calculated as follows:

First year	.80%
Second year	1.20%
Third year	1.40%
Fourth year	1.50%
Fifth year and beyond	1.55%

DENTAL HYGIENIST POLICY

Primary Coverages

A-Professional Liability – coverage is for professional liability for hygienist and is on a claims-made basis. The claim must be for an occurrence that happens after the retroactive date and before the expiration date. All claims/incidents must be reported to us in writing no later than sixty (60 days) after the end of the policy expiration

B-Hygienist's Business Liability- coverage is for third party losses of bodily injury, property damage, personal injury or advertising injury. This coverage is on an occurrence basis.

C-Regulatory Authority Legal Defense Reimbursement –coverage is for defense costs for a claim made against you by a state agency that licenses hygienists. This coverage is on a claims-made basis.

Additional Coverage

Personal Assault Coverage – In addition to limits for A, B & C there is a limit of \$10,000 per one assault with a limit of \$25,000 for all assaults during a policy period.

The assault must occur on premises where professional services are being performed by the policyholder, on the ways immediately adjoining such premises or while traveling to or from those premises. It covers medical expenses incurred for bodily injury and cost of repairing or replacing personal property you own, other than any mode of transportation.

This coverage is excess over any other available insurance but not limited to any health or property insurance.

Loss of earnings for attending a deposition or trial - \$500 for each day not to exceed \$10,000 for any one claim.

Medical payments -\$10,000 including bodily injury caused by rendering professional service and first aid at the time of an accident.

Persons Insured

All coverages – The person described in Item 1 of the declarations insert.

Coverage A & B –Any person or entity made an insured by written endorsement.

Other Insurance

1. If any **insured** has other valid and collectible insurance available to pay for the same loss or damage being claimed under Coverage B of this policy, the insurance this policy affords will not apply unless and until the applicable limit(s) of the other coverage have been exhausted through actual payment.
2. If any **insured** has other valid and collectible insurance available to pay for the same damage being claimed under Coverage A of this policy, or the same defense expenses being claimed under Coverage C of this policy, and that other insurance is primary, **we** will share with all that other insurance as follows:

If all of the other insurance policies permit contribution by equal shares, **we** will contribute on that basis such that each insurer contributes equal amounts toward costs of defense, settlement and/or judgment until it has actually paid its applicable limit(s) of liability or no further costs of defense, settlement or judgment remain, whichever first occurs.

If any of the other insurance policies do not permit contribution by equal shares, **we** will contribute according to the ratio of **our** applicable limit of liability to the total applicable limits of liability of all available insurance policies.

Neuman, Gayle

From: Unger, Carolyn [Carolyn.Unger@cda.org]
Sent: Friday, March 09, 2007 11:13 AM
To: Neuman, Gayle
Cc: Hargon, Melissa; Diaz, Liz
Subject: DENTAL HYGIENIST Rules ratesil MANUAL (3)
Attachments: DENTAL HYGIENST Rules ratesil MANUAL (3).doc; DHresponseIL3907.doc

<<DENTAL HYGIENST Rules ratesil MANUAL (3).doc>> <<DHresponseIL3907.doc>>

The hard copy will follow in the mail to reach you by Monday. The language used for the "Other Insurance" provision is modeled from the provision in the ISO 2000 CGL form.

Thank you,

Carolyn Unger

Vice President, Underwriting

CDA / CDA Foundation / **TDIC** / TDIC Insurance Solutions

1201 K Street, 17th Floor

Sacramento, CA 95814

916.554.5363

916.443.4468 fax

carolyn.unger@cda.org

thedentists.com

MOVING FORWARD. TOGETHER.

3/9/2007



MI

Illinois Department of Insurance
Property & Casualty Compliance, Division of Insurance
Illinois Department of Financial & Professional Regulation
Gayle Neuman
320 W. Washington Street
Springfield, IL 62767

RE: Dental Hygienists Professional/Business Liability Program
Filing DHF0407 & DHR0401

Dear Ms. Neuman,

Thank you for your prompt response to our form filing for the dental hygienists. See the response and attachment for item requested in your email of March 8, 2007. If there are any additional points to discuss, please call to expedite.

In regard to the issue regarding "other insurance", you provided a changed form however, that cannot change the "other insurance" wording in the rate/rule manual - so the manual will need to be changed or you will have to add specific "Illinois" pages indicating what is changed

The Other Insurance Clause is revised in the attached Rate and Rule Manual to comply with the requirement and match the endorsement wording.

Please call or email if you have any other questions or clarifications.

Sincerely,

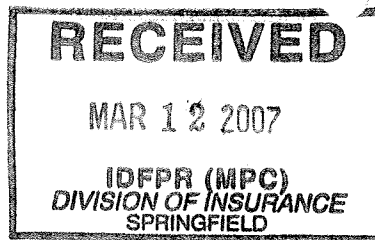
Carolyn Unger
Vice President, Underwriting

The Dentists Insurance Company

a California Dental Association company

1201 K Street, 17th Floor, Sacramento, CA 95814 | t. 800.733.0634 | p. 916.443.4501 | f. 916.443.4468 | thedentists.com

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March 9, 2007

Illinois Department of Insurance
Property & Casualty Compliance, Division of Insurance
Illinois Department of Financial & Professional Regulation
Gayle Neuman
320 W. Washington Street
Springfield, IL 62767

RE: Dental Hygienists Professional/Business Liability Program
Filing DHF0407 & DHR0401

Dear Ms. Neuman,

Thank you for your prompt response to our form filing for the dental hygienists. See the response and attachment for item requested in your email of March 8, 2007. If there are any additional points to discuss, please call to expedite.

In regard to the issue regarding "other insurance", you provided a changed form however, that cannot change the "other insurance" wording in the rate/rule manual - so the manual will need to be changed or you will have to add specific "Illinois" pages indicating what is changed

The Other Insurance Clause is revised in the attached Rate and Rule Manual to comply with the requirement and match the endorsement wording.

Please call or email if you have any other questions or clarifications.

Sincerely,

Carolyn Unger
Vice President, Underwriting

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**THE DENTISTS INSURANCE COMPANY
RULES AND RATES MANUAL
FOR ILLINOIS**

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**PROFESSIONAL AND BUSINESS LIABILITY RULES FOR DENTAL
HYGIENISTS**

Eligibility

Membership of a state dental association is a requirement for coverage.

Applicants practicing in more than one state will be declined.

The Dentists Insurance Company (TDIC) may insure hygienist who have been practicing uninsured. Prior acts will not be provided and applicant must be claims free for the past five (5) years.

A Declarations Insert is required for all applicants requesting prior acts coverage.

Policy Term

All policies will have a common renewal date of January 1. The policies have a retroactive date which will trigger coverage if "prior acts" coverage is needed. Prior acts coverage can be granted back to July 1, 1984, if needed.

Payment of Premium

Payment can only be paid annually.

Classification/Specialty

Specialty Code	70
Classification Code	70
Description	Dental Hygienist

Territorial Guidelines

Every dental hygienist will be assigned to a territory.

Limits of Liability

Policy limits are based on a per claim/aggregate basis

Limits available:

\$1,000,000 per claim/\$3,000,000 aggregate

Hygienist Business Liability coverage will carry an occurrence limit of liability equal to the above limits. The aggregate limit applies to both the Professional Liability and Hygienist Business Liability.

Waiver of Premium

All policy changes that result in additional premium of \$10.00 or less will be waived.

Discounts/Credits

Recently graduated hygienists are eligible for a new hygienist discount of 50% on the annual premium. This premium discount is granted for **one** year.

Student hygienists, if they are practicing in a supervised setting, are eligible for a 50% discount.

Policyholders may have their coverage suspended for six months for such things as maternity leave, care of new born or family members. For military service the suspension may be granted for up to 1 year.

Cancellation/Non-Renewal

A policy may be canceled for non-payment, and ten days notice will be given. A policy if it is to be non-renewed will be given sixty days notice.

Declination

An applicant to TDIC may be declined if, within the last five years, while a licensed hygienist:

1. There have been two claims, suit or non-suit, open or closed.
2. There has been one claim closed with an indemnity payment of \$12,000 or more.
3. The applicant is uninsured and has a claim of any kind.
4. There has been a state board action.
5. Any applicant who previously has been non-renewed by TDIC for claims frequency or severity or state board actions.
6. Pattern of practice that does not meet underwriting standards; such as an independent practice.
7. There are any open claims.

Non-Renewal

Policies will be non-renewed for the following reasons:

1. Claims activity, which can include frequency and/or severity.
2. State board actions.
3. Deterioration of the pattern of practice.

4. Falsification of the insurance application.
5. Alteration of patients' records.
6. Felony or misdemeanor conviction (if in connection with a dental practice);
7. Not reporting a claim or potential claim in a timely manner(if the claims department determines this delay affected the handling of the claim);
8. State dental association non-membership.

Extended Reporting Period Endorsement

All policies canceled or non-renewed will be sent a certified letter offering an extended reporting period endorsement, and will include the cost. The premium used for this endorsement is based on rates and rules in effect at the time the extended report endorsement is issued. The policyholder will have sixty (60) days after the effective date of termination to provide a written acceptance and to pay the premium. The extended reporting period will be for an unlimited timeframe.

The entire extended reporting period endorsement premium may be waived for death and for total permanent disability. The entire extended reporting period endorsement premium will be waived for retirement if the policyholder has been insured for three consecutive years with TDIC.

Rates

Territorial definition

All one territory

Premium

\$125

Discounts

New graduate	50%
Student	50%
Part-time	50%

Extended Reporting Rate

The extended reporting rate is applied to the expiring annual premium and is calculated as follows:

First year	.80%
Second year	1.20%
Third year	1.40%
Fourth year	1.50%
Fifth year and beyond	1.55%

DENTAL HYGIENIST POLICY

Primary Coverages

A-Professional Liability – coverage is for professional liability for hygienist and is on a claims-made basis. The claim must be for an occurrence that happens after the retroactive date and before the expiration date. All claims/incidents must be reported to us in writing no later than sixty (60 days) after the end of the policy expiration

B-Hygienist's Business Liability- coverage is for third party losses of bodily injury, property damage, personal injury or advertising injury. This coverage is on an occurrence basis.

C-Regulatory Authority Legal Defense Reimbursement –coverage is for defense costs for a claim made against you by a state agency that licenses hygienists. This coverage is on a claims-made basis.

Additional Coverage

Personal Assault Coverage – In addition to limits for A, B & C there is a limit of \$10,000 per one assault with a limit of \$25,000 for all assaults during a policy period.

The assault must occur on premises where professional services are being performed by the policyholder, on the ways immediately adjoining such premises or while traveling to or from those premises. It covers medical expenses incurred for bodily injury and cost of repairing or replacing personal property you own, other than any mode of transportation.

This coverage is excess over any other available insurance but not limited to any health or property insurance.

Loss of earnings for attending a deposition or trial - \$500 for each day not to exceed \$10,000 for any one claim.

Medical payments -\$10,000 including bodily injury caused by rendering professional service and first aid at the time of an accident.

Persons Insured

All coverages – The person described in Item 1 of the declarations insert.

Coverage A & B –Any person or entity made an insured by written endorsement.

Other Insurance

1. If any **insured** has other valid and collectible insurance available to pay for the same loss or damage being claimed under Coverage B of this policy, the insurance this policy affords will not apply unless and until the applicable limit(s) of the other coverage have been exhausted through actual payment.

2. If any **insured** has other valid and collectible insurance available to pay for the same damage being claimed under Coverage A of this policy, or the same defense expenses being claimed under Coverage C of this policy, and that other insurance is primary, **we** will share with all that other insurance as follows:

Neuman, Gayle

From: Neuman, Gayle
Sent: Friday, March 09, 2007 8:45 AM
To: 'Unger, Carolyn'
Subject: RE: TDIC Dental Hygienists Form response

Ms. Unger,

In regard to the issue regarding "other insurance", you provided a changed form however, that cannot change the "other insurance" wording in the rate/rule manual - so the manual will need to be changed or you will have to add specific "Illinois" pages indicating what is changed.

Additionally, your response did not address #1 or #3 of my 2/28/07 e-mail.

Your prompt attention is appreciated.

From: Unger, Carolyn [mailto:Carolyn.Unger@cda.org]
Sent: Thursday, March 08, 2007 5:40 PM
To: Neuman, Gayle
Cc: Hargon, Melissa; Diaz, Liz
Subject: TDIC Dental Hygienists Form response
Importance: High

<<IL Endo Changes.doc>> <<DHresponseIL3807.doc>>

Please see the attached responses. The hard copy will follow by mail.

Thank you,

Carolyn Unger

Vice President, Underwriting

CDA / CDA Foundation / **TDIC** / TDIC Insurance Solutions

1201 K Street, 17th Floor

Sacramento, CA 95814

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916.443.4468 fax

carolyn.unger@cda.org

thedentists.com

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3/9/2007

Neuman, Gayle

From: Unger, Carolyn [Carolyn.Unger@cda.org]
Sent: Tuesday, March 06, 2007 12:30 PM
To: Neuman, Gayle
Cc: Hargon, Melissa; Diaz, Liz
Subject: DHresponseIL3607 Filing # DHR0407
Importance: High
Attachments: DHresponseIL3607.doc; DENTAL HYGIENST Rules ratesil MANUAL (3).doc

<<DHresponseIL3607.doc>> <<DENTAL HYGIENST Rules ratesil MANUAL (3).doc>>

3/6/2007



March 6, 2007

Illinois Department of Insurance
Property & Casualty Compliance, Division of Insurance
Illinois Department of Financial & Professional Regulation
Gayle Neuman
320 W. Washington Street
Springfield, IL 62767

RE: Dental Hygienists Professional/Business Liability Program
Filing DHR0407

Dear Ms. Neuman,

Thank you for your prompt response to our rate and rule filing for the dental hygienists. I will attempt to respond fully to your questions. However, if you need clarification at any time please call to expedite.

1. We request that on the coverage page of the rate/rule manual that you state The Dentists Insurance Company and then you can continue to reference it as TDIC.

See the attached revision to the Rate and Rule Manual.

2. In regard to the "other insurance" condition, please review the medical malpractice checklists for form filings. Most insurance companies include wording about "other insurance" in their forms so we did not add the provision to the rate/rule checklist. All companies filing medical malpractice forms and rate/rules are required to comply with this provision.

The Other Insurance Clause is being revised to comply with the requirement and we will submit the revised form under the form filing DHF0407.

3. The extended reporting period section does not indicate if the period is for 12 months, increments of 12 months, or unlimited. Additionally, the manual does not indicate the insured will be given at least 30 days to purchase the extended reporting period coverage. The manual does not clarify if any credits or discounts will be added or removed when determining the final premium. The manual does not clarify that the company will inform the insured of the premium for the extended reporting period at the time the last policy is purchased.

The Rule Manual has been revised to clarify the extended reporting period section. See the attached electronic file with the revisions.

4. There were eight manual pages submitted with the filing on January 18, 2007. Three pages were totally removed when the manual was submitted with page numbers in your January 29, 2007 response. The three pages that were removed started with "DENTAL HYGIENIST MANUAL", "Education", and "ILLINOIS - Dental Hygienists duties". Was it your intent to delete these three pages? Please confirm.

Yes, it was our intent to delete these pages. The pages deleted were for an internal document.

The Dentists Insurance Company

a California Dental Association company

1201 K Street, 17th Floor, Sacramento, CA 95814 | t. 800.733.0634 | p. 916.443.4501 | f. 916.443.4468 | thedentists.com

MOVING FORWARD. TOGETHER.



Please call or email if you have any other questions or clarifications. I will send the revised policy form with the "Other Insurance Clause" shortly under the Form filing DHF0407.

Sincerely,

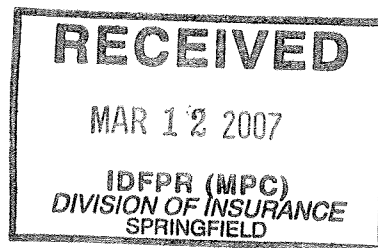
Carolyn Unger
Vice President, Underwriting

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a California Dental Association company

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March 6, 2007

Illinois Department of Insurance
Property & Casualty Compliance, Division of Insurance
Illinois Department of Financial & Professional Regulation
Gayle Neuman
320 W. Washington Street
Springfield, IL 62767

RE: Dental Hygienists Professional/Business Liability Program
Filing DHR0407

Dear Ms. Neuman,

Thank you for your prompt response to our rate and rule filing for the dental hygienists. I will attempt to respond fully to your questions. However, if you need clarification at any time please call to expedite.

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Please call or email if you have any other questions or clarifications. I will send the revised policy form with the "Other Insurance Clause" shortly under the Form filing DHF0407.

Sincerely,

A handwritten signature in cursive script that reads "Carolyn Unger".

Carolyn Unger
Vice President, Underwriting

The Dentists Insurance Company

a California Dental Association company

1201 K Street, 17th Floor, Sacramento, CA 95814 | t. 800.733.0634 | p. 916.443.4501 | f. 916.443.4468 | thedentists.com

**THE DENTISTS INSURANCE COMPANY
RULES AND RATES MANUAL
FOR ILLINOIS**

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**PROFESSIONAL AND BUSINESS LIABILITY RULES FOR DENTAL
HYGIENISTS**

Eligibility

Membership of a state dental association is a requirement for coverage.

Applicants practicing in more than one state will be declined.

The Dentists Insurance Company (TDIC) may insure hygienist who have been practicing uninsured. Prior acts will not be provided and applicant must be claims free for the past five (5) years.

A Declarations Insert is required for all applicants requesting prior acts coverage.

Policy Term

All policies will have a common renewal date of January 1. The policies have a retroactive date which will trigger coverage if "prior acts" coverage is needed. Prior acts coverage can be granted back to July 1, 1984, if needed.

Payment of Premium

Payment can only be paid annually.

Classification/Specialty

Specialty Code	70
Classification Code	70
Description	Dental Hygienist

Territorial Guidelines

Every dental hygienist will be assigned to a territory.

Limits of Liability

Policy limits are based on a per claim/aggregate basis

Limits available:

\$1,000,000 per claim/\$3,000,000 aggregate

Hygienist Business Liability coverage will carry an occurrence limit of liability equal to the above limits. The aggregate limit applies to both the Professional Liability and Hygienist Business Liability.

Waiver of Premium

All policy changes that result in additional premium of \$10.00 or less will be waived.

Discounts/Credits

Recently graduated hygienists are eligible for a new hygienist discount of 50% on the annual premium. This premium discount is granted for **one** year.

Student hygienists, if they are practicing in a supervised setting, are eligible for a 50% discount.

Policyholders may have their coverage suspended for six months for such things as maternity leave, care of new born or family members. For military service the suspension may be granted for up to 1 year.

Cancellation/Non-Renewal

A policy may be canceled for non-payment, and ten days notice will be given. A policy if it is to be non-renewed will be given sixty days notice.

Declination

An applicant to TDIC may be declined if, within the last five years, while a licensed hygienist:

1. There have been two claims, suit or non-suit, open or closed.
2. There has been one claim closed with an indemnity payment of \$12,000 or more.
3. The applicant is uninsured and has a claim of any kind.
4. There has been a state board action.
5. Any applicant who previously has been non-renewed by TDIC for claims frequency or severity, or state board actions.
6. Pattern of practice that does not meet underwriting standards; such as an independent practice.
7. There are any open claims.

Non-Renewal

Policies will be non-renewed for the following reasons:

1. Claims activity which can include frequency and/or severity.
2. State board actions
3. Deterioration of the pattern of practice

4. Falsification of the insurance application.
5. Alteration of patients' records.
6. Felony or misdemeanor conviction (if in connection with a dental practice);
7. Not reporting a claim or potential claim in a timely manner(if the claims department determines this delay affected the handling of the claim);
8. State dental association non-membership

Extended Reporting Period Endorsement

All policies canceled or non-renewed will be sent a certified letter offering an extended reporting period endorsement, and will include the cost. The premium used for this endorsement is based on rates and rules in effect at the time the extended report endorsement is issued. The policyholder will have sixty (60) days after the effective date of termination to provide a written acceptance and to pay the premium. The extended reporting period will be for an unlimited timeframe.

The entire extended reporting period endorsement premium may be waived for death and for total permanent disability. The entire extended reporting period endorsement premium will be waived for retirement if the policyholder has been insured for three consecutive years with TDIC.

Rates

Territorial definition

All one territory

Premium

\$125

Discounts

New graduate	50%
Student	50%
Part-time	50%

Extended Reporting Rate

The extended reporting rate is applied to the expiring annual premium and is calculated as follows:

First year	.80%
Second year	1.20%
Third year	1.40%
Fourth year	1.50%
Fifth year and beyond	1.55%

DENTAL HYGIENIST POLICY

Primary Coverages

A-Professional Liability – coverage is for professional liability for hygienist and is on a claims-made basis. The claim must be for an occurrence that happens after the retroactive date and before the expiration date. All claims/incidents must be reported to us in writing no later than sixty (60 days) after the end of the policy expiration

B-Hygienist's Business Liability- coverage is for third party losses of bodily injury, property damage, personal injury or advertising injury. This coverage is on an occurrence basis.

C-Regulatory Authority Legal Defense Reimbursement –coverage is for defense costs for a claim made against you by a state agency that licenses hygienists. This coverage is on a claims-made basis.

Additional Coverage

Personal Assault Coverage – In addition to limits for A, B & C there is a limit of \$10,000 per one assault with a limit of \$25,000 for all assaults during a policy period.

The assault must occur on premises where professional services are being performed by the policyholder, on the ways immediately adjoining such premises or while traveling to or from those premises. It covers medical expenses incurred for bodily injury and cost of repairing or replacing personal property you own, other than any mode of transportation.

This coverage is excess over any other available insurance but not limited to any health or property insurance.

Loss of earnings for attending a deposition or trial - \$500 for each day not to exceed \$10,000 for any one claim.

Medical payments -\$10,000 including bodily injury caused by rendering professional service and first aid at the time of an accident.

Persons Insured

All coverages – The person described in Item 1 of the declarations insert.

Coverage A & B –Any person or entity made an insured by written endorsement.

Other Insurance

"Other Insurance" provisions state that coverage under the policy will share proportionately with other similar coverages the insured may have.

Neuman, Gayle

From: Unger, Carolyn [Carolyn.Unger@cda.org]
Sent: Thursday, March 01, 2007 7:27 PM
To: Neuman, Gayle
Subject: RE: DHresponseIL129

Ms. Neuman:

Thank you for the response. We are working on these items and we will respond by Tuesday, March 6th at the latest. Thank you for taking into consideration the time I have been traveling and allowing us additional time. I will be on the road tomorrow but we will response next week. Please advise if there are any additional items in the meantime.

Carolyn Unger

Vice President, Underwriting

CDA / CDA Foundation / **TDIC** / TDIC Insurance Solutions

1201 K Street, 17th Floor

Sacramento, CA 95814

916.554.5363

916.443.4468 fax

carolyn.unger@cda.org

thedentists.com

MOVING FORWARD. TOGETHER.

From: Neuman, Gayle [mailto:Gayle.Neuman@illinois.gov]
Sent: Wednesday, February 28, 2007 12:13 PM
To: Unger, Carolyn
Subject: RE: DHresponseIL129

Ms. Unger,

Please address the following issues:

1. We request that on the coverage page of the rate/rule manual that you state The Dentists Insurance Company and then you can continue to reference it as TDIC.
2. In regard to the "other insurance" condition, please review the medical malpractice checklists for form filings. Most insurance companies include wording about "other insurance" in their forms so we did not add the provision to the rate/rule checklist. All companies filing medical malpractice forms and rate/rules are required to comply with this provision.
3. The extended reporting period section does not indicate if the period is for 12 months, increments of 12 months, or unlimited. Additionally, the manual does not indicate the insured will be given at least 30 days to purchase the extended reporting period coverage. The manual does not clarify if any credits or discounts will be added or removed when determining the final premium. The manual does not clarify that the company will inform the insured of the premium for the extended reporting period at the time the last policy is purchased.

3/2/2007

4. There were eight manual pages submitted with the filing on January 18, 2007. Three pages were totally removed when the manual was submitted with page numbers in your January 29, 2007 response. The three page that were removed started with "DENTAL HYGIENST MANUAL", "Education", and "ILLINOIS - Dental Hygienists duties". Was it your intent to delete these three pages? Please confirm.

We request receipt of your response by March 5, 2007. I remember speaking with you last week, and you indicate you would be out of the office most of last week. If you need more time to respond, please advise.

Gayle Neuman
Property & Casualty Compliance, Division of Insurance
Illinois Department of Financial & Professional Regulation
(217) 524-6497

Please refer to the Property and Casualty Review Requirement Checklists before submitting any filing. The checklists can be accessed through the Department's website (<http://www.idfpr.com/>) by clicking on: Insurance; Industry; Regulatory; IS3 Review Requirements Checklists; Property Casualty IS3 Review Requirements Checklists.

From: Unger, Carolyn [mailto:Carolyn.Unger@cda.org]
Sent: Monday, January 29, 2007 6:32 PM
To: Neuman, Gayle
Cc: Diaz, Liz
Subject: DHresponseIL129
Importance: High

<<DHresponseIL129.doc>> <<Untitled>> <<DENTAL HYGIENST Rules ratesil MANUAL (3).doc>>

Please see the attached responses and forms as we discussed earlier today. The packet with the hard copy are in Fed EX to reach you in the morning. Please feel free to call and discuss any areas for clarification or questions.

Thanks,

Carolyn Unger

Vice President, Underwriting

CDA / CDA Foundation / **TDIC** / TDIC Insurance Solutions

1201 K Street, 17th Floor

Sacramento, CA 95814

916.554.5363

916.443.4468 fax

carolyn.unger@cda.org

thedentists.com

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3/2/2007

Neuman, Gayle

From: Unger, Carolyn [Carolyn.Unger@cda.org]
Sent: Wednesday, February 28, 2007 2:14 PM
To: Neuman, Gayle
Subject: Out of Office AutoReply: DHresponseIL129

I am currently out of the office Thursday 2/22/07 returning Thursday morning 3/1/07. I will be checking by email and voicemail. If you need immediate assistance in Underwriting you may contact Liz Diaz at liz.diaz@cda.org.

2/28/2007

Neuman, Gayle

From: Unger, Carolyn [Carolyn.Unger@cda.org]
Sent: Wednesday, February 14, 2007 11:04 AM
To: Anderson, Julie; Neuman, Gayle
Subject: RE: The Dentists Insurance Company - Filing #DHR0407 & DHF0407

I am checking with both of you to see if there is anything else I can provide to assist you as you review the rate, rule and form filing for TDIC and the dental hygienist policy. I realize that the office may have been short staff or closed with the recent cold and blizzard conditions, but if there are deficiencies or needs to move this filing to an approval I would like to assist you.

Thank you for your assistance.

Carolyn Unger

Vice President, Underwriting
 CDA / CDA Foundation / **TDIC** / TDIC Insurance Solutions
 1201 K Street, 17th Floor
 Sacramento, CA 95814
 916.554.5363
 916.443.4468 fax
 carolyn.unger@cda.org
 thedentists.com

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From: Anderson, Julie [mailto:Julie.A.Anderson2@illinois.gov]
Sent: Tuesday, January 30, 2007 12:53 PM
To: Unger, Carolyn
Cc: Neuman, Gayle
Subject: The Dentists Insurance Company - Filing #DHR0407

I have completed my initial review of the above referenced rate filing for Dental Hygienists. I have found the following item that needs to be addressed before the filing can proceed:

The filing included a certification of compliance, but there is no actuarial certification included as required by Illinois Statute. The actuarial certification is to be signed by both a company officer and a qualified actuary. I have attached a sample certification for you to use if you wish.

Please provide the certification to me by Tuesday, February 13, 2007. Thank you and please let me know if you have any questions.

Julie Anderson
 Assistant Casualty Actuary
 IL Dept of Financial and Professional Regulation
 Division of Insurance
 Phone: 217-524-5421
 Fax: 217-524-2271

Please note that my e-mail address has changed to: Julie.A.Anderson2@illinois.gov

2/15/2007

This email message, including any attachments, is intended for the sole use of the addressee and it contains information that may be confidential, privileged and/or exempt from disclosure under applicable laws. Additionally, this email may contain information that is prohibited from disclosure by the Illinois Insurance Code 215 ILCS 5/101 et seq and any unauthorized disclosure may result in civil forfeitures or criminal penalties. This email is intended to be conveyed only to the designated recipient(s). If you are not an intended recipient of this message, please notify the sender by replying to this message, Julie.A.Anderson2@illinois.gov, and then delete it from your system. Use, dissemination, distribution, or reproduction of this message by unintended recipients is not authorized and may be unlawful.

2/15/2007

Neuman, Gayle

From: Unger, Carolyn [Carolyn.Unger@cda.org]
Sent: Monday, January 29, 2007 6:32 PM
To: Neuman, Gayle
Cc: Diaz, Liz
Subject: DHresponseIL129
Importance: High
Attachments: DHresponseIL129.doc; Untitled Attachment; DENTAL HYGIENST Rules ratesil MANUAL (3).doc

<<DHresponseIL129.doc>> <<Untitled>> <<DENTAL HYGIENST Rules ratesil MANUAL (3).doc>>

Please see the attached responses and forms as we discussed earlier today. The packet with the hard copy are in Fed EX to reach you in the morning. Please feel free to call and discuss any areas for clarification or questions.

Thanks,

Carolyn Unger

1-800-733-0634 ext. 5363

Vice President, Underwriting

CDA / CDA Foundation / **TDIC** / TDIC Insurance Solutions

1201 K Street, 17th Floor

Sacramento, CA 95814

916.554.5363

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carolyn.unger@cda.org

thedentists.com

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1/30/2007



January 26, 2007

Illinois Department of Insurance
Property & Casualty Compliance, Division of Insurance
Illinois Department of Financial & Professional Regulation
Gayle Neuman
320 W. Washington Street
Springfield, IL 62767

RE: Dental Hygienists Professional/Business Liability Program
Filing DHR0407

Dear Ms. Neuman,

Thank you for your prompt response to our rate and rule filing for the dental hygienists. I will attempt to respond fully to your questions. However, if you need clarification at any time please call to expedite.

1. We request Dentists number the pages in the manual for easier clarification.

Page numbers have been added as requested to the attached manual.

2. Indicate if your company has a plan for the gathering of statistics or the reporting of statistics to statistical agencies? If yes, what stat agency is being used?

We will use ISO to report the statistical information required.

3. Indicate if your company has a scheduled rating plan and if so, indicate the page in your rate/rule manual where such information can be found.

The Dentists Insurance Company (TDIC) does not have a scheduled rating plan in use for this program.

4. All companies writing medical liability insurance shall file with the Secretary or Director a plan to offer each medical liability insured the option to make premium payments, in at least quarterly installments. For purposes of this requirement, insurers may, but are not required to, offer such premium installment plans to insureds whose annual premiums are less than \$500, or for premium for any extension of a reporting period. Quarterly installment premium payment plans subject to this Section shall be included in the initial offer of the policy, or in the first policy renewal occurring after January 1, 2006. Thereafter, the insurer may, but need not re-offer such payment plan, but if an insured requests such payment plan at a later date, the insurer must make it available. All quarterly installment premium payment plan provisions shall be contained in the filed rate and/or rule manual in a section entitled, "Quarterly Installment Option" or a substantially similar title. If the company uses a substantially similar title, the Rule Submission Letter must indicate the name of the section that complies with this requirement. All quarterly installment premium payment plans shall include the minimum standards listed below. Insurers may provide for quarterly installment premium payment plans that differ from these minimum standards, as long as such plans have terms that are at least as or more favorable than those listed below.

The Dentists Insurance Company

a California Dental Association company

1201 K Street, 17th Floor, Sacramento, CA 95814 | t. 800.733.0634 | p. 916.443.4501 | f. 916.443.4468 | thedentists.com

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- i) An initial payment of no more than 40% of the estimated total premium due at policy inception;
- ii) The remaining premium spread equally among the second, third, and fourth installments, with the maximum for such installments set at 30% of the estimated total premium, and due 3, 6, and 9 months from policy inception, respectively;
- iii) No interest charges;
- iv) Installment charges or fees of no more than 1% of the total premium or \$25.00, whichever is less;
- v) A provision stating that additional premium resulting from changes to the policy shall be spread equally over the remaining installments, if any. If there are no remaining installments, additional premium resulting from changes to a policy may be billed immediately as a separate transaction.

As we discussed on January 24, TDIC's program premiums are well below the \$500 minimum premium for a payment requirement. This requirement is not applicable.

5. Indicate if Dentists offers a deductible plan or a premium discount for risk management activities.
TDIC does not offer a deductible plan or a premium discount for risk management activities.

6. Professional liability is provided on a claims-made business...but general liability is on an occurrence basis. These coverages could not be written on the same policy. Please explain.
This program is written on a combined form as our Dental Professional/Business Liability policy form filing 0103ILPFL effective January 1, 2003. See attached document of the request and the forms filings.

7. Pursuant to 215 ILCS 5/143 (2), the other insurance condition should state the insurance company will share proportionately with other similar coverage and not just apply on an excess basis.
The Dentists Insurance Company (TDIC) was not aware of a change in the "other insurance clause". We have not had such a request in other states where we have filed for our Dental Professional/Business Liability policy. We are concerned that if other carriers have an "excess of loss" filing in Illinois that TDIC will be at a disadvantage if our policy filing requires a proportionate sharing of the loss. In Illinois and other states where we are filed, we have used and had approved the other insurance clause wording found in our present form. TDIC would like to know what other companies are using the clause requested. TDIC would prefer to use the other insurance clause presently in our form.

8. In regard to the Extended Reporting Period for a professional liability policy, pursuant to Company Bulletin CB88-50 the company must offer an extended reporting period of at least 12 months on claims-made policies. The insured must be allowed 30 days after the end of the policy period to purchase the extended reporting period. Extended reporting period (tail coverage) premium must be priced as a factor of one of the following: (1) the last twelve months premium; (2) the premium in effect at policy issuance; or (3) the expiring annual premium. The form must list the factor(s) to be used to figure the premium, which of the three premiums the factor will be applied to, and any credits, discounts, etc. that will be added or removed when determining the final premium. The company must inform the insured of the extended reporting period premium at the time the last policy is purchased. The company may not wait

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until the insured requests purchase of the extended reporting period coverage to tell the insured what the premium will be or how the premium will be calculated.

If the claims-made policy includes professional liability and general liability, the insured gets a free 60 day period after the end of the policy to request the e.r.p. Then, the insured must be offered a free 5 year tail and an unlimited tail with limits reinstated (100% of aggregate expiring limits for the duration) and premium capped (e.r.p. is limited to a 200% cap of the annual premium of the expiring policy).

See the changes as per bulletin CB88-50 incorporated in the rules manual attached on pages 5 & 6.

Please call or email if you have any other questions or clarifications.

Sincerely,

Carolyn Unger
Vice President, Underwriting

The Dentists Insurance Company

a California Dental Association company

1201 K Street, 17th Floor, Sacramento, CA 95814 | t. 800.733.0634 | p. 916.443.4501 | f. 916.443.4468 | thedentists.com

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**TDIC
RULES AND RATES MANUAL
FOR ILLINOIS**

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**PROFESSIONAL AND BUSINESS LIABILITY RULES FOR DENTAL
HYGIENISTS**

Eligibility

Membership of a state dental association is a requirement for coverage.

Applicants practicing in more than one state will be declined.

TDIC may insure hygienist who have been practicing uninsured. Prior acts will not be provided and applicant must be claims free for the past five (5) years.

A Declarations Insert is required for all applicants requesting prior acts coverage.

Policy Term

All policies will have a common renewal date of January 1. The policies have a retroactive date which will trigger coverage if “prior acts” coverage is needed. Prior acts coverage can be granted back to July 1, 1984, if needed.

Payment of Premium

Payment can only be paid annually.

Classification/Specialty

Specialty Code	70
Classification Code	70
Description	Dental Hygienist

Territorial Guidelines

Every dental hygienist will be assigned to a territory.

Limits of Liability

Policy limits are based on a per claim/aggregate basis

Limits available:

\$1,000,000 per claim/\$3,000,000 aggregate

Hygienist Business Liability coverage will carry an occurrence limit of liability equal to the above limits. The aggregate limit applies to both the Professional Liability and Hygienist Business Liability.

Waiver of Premium

All policy changes that result in additional premium of \$10.00 or less will be waived.

Discounts/Credits

Recently graduated hygienists are eligible for a new hygienist discount of 50% on the annual premium. This premium discount is granted for **one** year.

Student hygienists, if they are practicing in a supervised setting, are eligible for a 50% discount.

Policyholders may have their coverage suspended for six months for such things as maternity leave, care of new born or family members. For military service the suspension may be granted for up to 1 year.

Cancellation/Non-Renewal

A policy may be canceled for non-payment, and ten days notice will be given. A policy if it is to be non-renewed will be given sixty days notice.

Declination

An applicant to TDIC may be declined if, within the last five years, while a licensed hygienist:

1. There have been two claims, suit or non-suit, open or closed.
2. There has been one claim closed with an indemnity payment of \$12,000 or more.
3. The applicant is uninsured and has a claim of any kind.
4. There has been a state board action.
5. Any applicant who previously has been non-renewed by TDIC for claims frequency or severity, or state board actions.
6. Pattern of practice that does not meet underwriting standards; such as an independent practice.
7. There are any open claims.

Non-Renewal

Policies will be non-renewed for the following reasons:

1. Claims activity which can include frequency and/or severity.
2. State board actions
3. Deterioration of the pattern of practice
4. Falsification of the insurance application.
5. Alteration of patients' records.
6. Felony or misdemeanor conviction (if in connection with a dental practice);
7. Not reporting a claim or potential claim in a timely manner(if the claims department determines this delay affected the handling of the claim);
8. State dental association non-membership

Extended Reporting Period Endorsement

All policies canceled or non-renewed will be sent a certified letter offering an extended reporting period endorsement, and will include the cost. The premium used for this endorsement is based on the expiring annual premium and rules in effect at the time the extended report endorsement is issued.

The entire extended reporting period endorsement premium may be waived for death and for total permanent disability.

Rates

Territorial definition

All one territory

Premium

\$125

Discounts

New graduate	50%
Student	50%

Extended Reporting Rate

The extended reporting rate is applied to the expiring annual premium and is calculated as follows:

First year	.80%
Second year	1.20%
Third year	1.40%
Fourth year	1.50%
Fifth year and beyond	1.55%

DENTAL HYGIENIST POLICY

Primary Coverages

A-Professional Liability – coverage is for professional liability for hygienist and is on a claims-made basis. The claim must be for an occurrence that happens after the retroactive date and before the expiration date. All claims/incidents must be reported to us in writing no later than sixty (60 days) after the end of the policy expiration

B-Hygienist's Business Liability- coverage is for third party losses of bodily injury, property damage, personal injury or advertising injury. This coverage is on an occurrence basis.

C-Regulatory Authority Legal Defense Reimbursement –coverage is for defense costs for a claim made against you by a state agency that licenses hygienists. This coverage is on a claims-made basis.

Additional Coverage

Personal Assault Coverage – In addition to limits for A, B & C there is a limit of \$10,000 per one assault with a limit of \$25,000 for all assaults during a policy period.

The assault must occur on premises where professional services are being performed by the policyholder, on the ways immediately adjoining such premises or while traveling to or from those premises. It covers medical expenses incurred for bodily injury and cost of repairing or replacing personal property you own, other than any mode of transportation.

This coverage is excess over any other available insurance but not limited to any health or property insurance.

Loss of earnings for attending a deposition or trial - \$500 for each day not to exceed \$10,000 for any one claim.

Medical payments -\$10,000 including bodily injury caused by rendering professional service and first aid at the time of an accident.

Persons Insured

All coverages – The person described in Item 1 of the declarations insert.

Coverage A & B –Any person or entity made an insured by written endorsement.

Other Insurance

This coverage is excess over any other valid and collectible insurance available.

Neuman, Gayle

From: Neuman, Gayle
Sent: Wednesday, January 24, 2007 1:35 PM
To: 'carolyn.unger@cda.org'
Subject: FW: The Dentist Ins Co - rate/rule filing #DHR0407 - dental hygienists

Ms. Unger,

Here are additional questions found upon my review of the material provided:

1. Professional liability is provided on a claims-made business...but general liability is on an occurrence basis. These coverages could not be written on the same policy. Please explain.
2. Pursuant to 215 ILCS 5/143 (2), the other insurance condition should state the insurance company will share proportionately with other similar coverage and not just apply on an excess basis.
3. In regard to the Extended Reporting Period for a professional liability policy, pursuant to Company Bulletin CB88-50 the company must offer an extended reporting period of at least 12 months on claims-made policies. The insured must be allowed 30 days after the end of the policy period to purchase the extended reporting period. Extended reporting period (tail coverage) premium must be priced as a factor of one of the following: (1) the last twelve months premium; (2) the premium in effect at policy issuance; or (3) the expiring annual premium. The form must list the factor(s) to be used to figure the premium, which of the three premiums the factor will be applied to, and any credits, discounts, etc. that will be added or removed when determining the final premium. The company must inform the insured of the extended reporting period premium at the time the last policy is purchased. The company may not wait until the insured requests purchase of the extended reporting period coverage to tell the insured what the premium will be or how the premium will be calculated.

If the claims-made policy includes professional liability and general liability, the insured gets a free 60 day period after the end of the policy to request the e.r.p. Then, the insured must be offered a free 5 year tail and an unlimited tail with limits reinstated (100% of aggregate expiring limits for the duration) and premium capped (e.r.p. is limited to a 200% cap of the annual premium of the expiring policy).

Thank you for your prompt attention. We request this information along with receipt of your response to the attached e-mail request.

From: Neuman, Gayle
Sent: Wednesday, January 24, 2007 11:37 AM
To: 'carolyn.unger@cda.org'
Subject: The Dentist Ins Co - rate/rule filing #DHR0407 - dental hygienists

Ms. Unger,

We are in receipt of the above referenced filing submitted by your letter dated January 18, 2007. The following information/documentation is required in the review of this filing:

1. We request Dentists number the pages in the manual for easier clarification.
2. Indicate if your company has a plan for the gathering of statistics or the reporting of statistics to statistical agencies? If yes, what stat agency is being used?
3. Indicate if your company has a scheduled rating plan and if so, indicate the page in your rate/rule manual where such information can be found.

1/24/2007

4. All companies writing medical liability insurance shall file with the Secretary or Director a plan to offer each medical liability insured the option to make premium payments, in at least quarterly installments. For purposes of this requirement, insurers may, but are not required to, offer such premium installment plans to insureds whose annual premiums are less than \$500, or for premium for any extension of a reporting period. Quarterly installment premium payment plans subject to this Section shall be included in the initial offer of the policy, or in the first policy renewal occurring after January 1, 2006. Thereafter, the insurer may, but need not re-offer such payment plan, but if an insured requests such payment plan at a later date, the insurer must make it available. All quarterly installment premium payment plan provisions shall be contained in the filed rate and/or rule manual in a section entitled, "Quarterly Installment Option" or a substantially similar title. If the company uses a substantially similar title, the Rule Submission Letter must indicate the name of the section that complies with this requirement. All quarterly installment premium payment plans shall include the minimum standards listed below. Insurers may provide for quarterly installment premium payment plans that differ from these minimum standards, as long as such plans have terms that are at least as or more favorable than those listed below.

- i) An initial payment of no more than 40% of the estimated total premium due at policy inception;
- ii) The remaining premium spread equally among the second, third, and fourth installments, with the maximum for such installments set at 30% of the estimated total premium, and due 3, 6, and 9 months from policy inception, respectively;
- iii) No interest charges;
- iv) Installment charges or fees of no more than 1% of the total premium or \$25.00, whichever is less;
- v) A provision stating that additional premium resulting from changes to the policy shall be spread equally over the remaining installments, if any. If there are no remaining installments, additional premium resulting from changes to a policy may be billed immediately as a separate transaction.

5. Indicate if Dentists offers a deductible plan or a premium discount for risk management activities.

We request receipt of your response by January 30, 2007.

Gayle Neuman
Property & Casualty Compliance, Division of Insurance
Illinois Department of Financial & Professional Regulation
(217) 524-6497

Please refer to the Property and Casualty Review Requirement Checklists before submitting any filing. The checklists can be accessed through the Department's website (<http://www.idfpr.com/>) by clicking on: Insurance; Industry; Regulatory; IS3 Review Requirements Checklists; Property Casualty IS3 Review Requirements Checklists.

THIS MESSAGE IS INTENDED FOR THE SOLE USE OF THE ADDRESSEE AND MAY BE CONFIDENTIAL, PRIVILEGED AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAWS. IF YOU RECEIVE THIS MESSAGE IN ERROR, PLEASE DESTROY IT AND NOTIFY US BY SENDING AN E-MAIL TO: Gayle.Neuman@illinois.gov

DENTAL HYGIENIST POLICY

Primary Coverages

A-Professional Liability – coverage is for professional liability for hygienist and is on a claims-made basis. The claim must be for an occurrence that happens after the retroactive date and before the expiration date. All claims/incidents must be reported to us in writing no later than sixty (60 days) after the end of the policy expiration

B-Hygienist's Business Liability- coverage is for third party losses of bodily injury, property damage, personal injury or advertising injury. This coverage is on an occurrence basis.

C-Regulatory Authority Legal Defense Reimbursement –coverage is for defense costs for a claim made against you by a state agency that licenses hygienists. This coverage is on a claims-made basis.

Additional Coverage

Personal Assault Coverage – In addition to limits for A, B & C there is a limit of \$10,000 per one assault with a limit of \$25,000 for all assaults during a policy period.

The assault must occur on premises where professional services are being performed by the policyholder, on the ways immediately adjoining such premises or while traveling to or from those premises. It covers medical expenses incurred for bodily injury and cost of repairing or replacing personal property you own, other than any mode of transportation.

This coverage is excess over any other available insurance but not limited to any health or property insurance.

Loss of earnings for attending a deposition or trial - \$500 for each day not to exceed \$10,000 for any one claim.

Medical payments -\$10,000 including bodily injury caused by rendering professional service and first aid at the time of an accident.

Persons Insured

All coverages – The person described in Item 1 of the declarations insert.

Coverage A & B –Any person or entity made an insured by written endorsement.

Other Insurance

This coverage is excess over any other valid and collectible insurance available.

DENTAL HYGIENST MANUAL

1. Job Description
2. Policy
3. Rules
4. Rates

Job Description

Dental hygienists work with the dentist to provide comprehensive dental care to patients.

I – Duties

Dental hygienists clean teeth and provide preventive dental care, as well as teach patients how to practice good oral hygiene. They observe patients' teeth and gums, recording the presence of diseases or abnormalities. They may explain the relationship between diet and oral health and educate patients on how to properly brush and floss teeth. Hygienists use rotary, hand instruments, take X-rays, and may administer local anesthetics in some states.

1. The Dental Hygiene Process: preventative and maintenance based process.
 - a. Assessment –
 1. Who are they treating
 2. Health history
 3. Oral cancer screening
 4. X-rays, expose, interpret, process
 - b. Evaluation
 1. Evaluation of clients' oral health and hygiene
 2. Work with the dentist to come up with ideas and treatment options
 - c. Planning
 1. Format a treatment plan/write it down
 - d. Implementation (all are preventative measures of periodontal disease)
 1. Oral prophylaxis; supra (above) and sub (below) gingival removal of plaque, calculus and stain
 2. Therapeutic scaling
 - a. polishing
 - b. application of cavity-preventative agents; fluorides and sealants to the teeth.
 3. Root planning
 4. Periodontal maintenance care-counsel & teach good at home oral hygiene practices.
 - e. Evaluation
 1. Effectiveness of care
 2. Modify care in any way

Education

A career in dental hygiene requires a minimum of two years of college education. Most dental hygiene programs grant an associate degree; others offer a certificate, a bachelor's degree, or a master's degree.

Types of Licensure

RDH- Registered Dental Hygienist

RDHAP (CA) – Registered Dental Hygienist in Alternative Practice

- a. Hygienist who may perform duties in the following:
 - 1. Residences of the homebound
 - 2. Schools
 - 3. Residential facilities and other institutions
 - 4. Certified dental health professional shortage areas

ILLINOIS – Dental Hygienists duties

Oral prophylactic procedures

Exposure and Processing X-rays

Application to surfaces of teeth/gums chemical compounds to be desensitizing agents or effective agents in prevention of dental caries or periodontal disease.

All services performed by Dental Assistant

Administrators and monitoring of nitrous oxide upon successful completion of a training program approved by the department.

Administration of local anesthetics upon successful completion of a training program approved by the department.

Dental Hygienists may work under general supervision in the dentist's office on a patient of record who has been examined with the past year for the standard duties outlined below items #1-6.

1- Patient must be notified that the Dentist is out of the office.

2- Dentist must order Dental Hygienist to complete and make a notation in the patient's record.

3- Dental Hygienist must update medical history prior to beginning procedure and observe oral conditions to ensure that the patient's health has not changed to warrant reexamination by the Dentist.

4- School based oral health care consists of and is limited to oral prophylactic, sealants and fluoride treatments under the general supervision of a dentist. No other dental health treatment allowed in school, including, but not limited to monitoring or administration of Nitrous Oxide or local anesthetics.

5- School based procedures if the patient is located at a public or private school and the program is conducted by a state, county or local public health department initiative or in conjunction with a dental school or dental hygiene program.

6- Dentist shall personally examine and diagnose the patient and determine which services are necessary to be performed, which shall be contained in an order to the hygienist and notation in the patient's record.

- Order for sealants must be implemented within 120 days of issuance.
- Order for oral prophylactic procedures or fluoride treatments implemented within 180 days of issuance.
- Update medical history prior to procedure and observation of oral conditions.
- Without supervision of a dentist a dental hygienist may perform dental health education, functions, records case histories, and oral conditions observed.

Number of dental hygienists practicing in a dental office shall not exceed at any one time, four times the number of dentists practicing.

Dental Hygienists Employment of Engagement

By a dentist

By a federal, state, county, municipal or other institution.

By a public or private school.

Public clinic operating under the director of a hospital or federal, state, county, municipal agency or institution.

**PROFESSIONAL AND BUSINESS LIABILITY RULES FOR DENTAL
HYGIENISTS**

Eligibility

Membership of a state dental association is a requirement for coverage.

Applicants practicing in more than one state will be declined.

TDIC may insure hygienist who have been practicing uninsured. Prior acts will not be provided and applicant must be claims free for the past five (5) years.

A Declarations Insert is required for all applicants requesting prior acts coverage.

Policy Term

All policies will have a common renewal date of January 1. The policies have a retroactive date which will trigger coverage if "prior acts" coverage is needed. Prior acts coverage can be granted back to July 1, 1984, if needed.

Payment of Premium

Payment can only be paid annually.

Classification/Specialty

Specialty Code	70
Classification Code	70
Description	Dental Hygienist

Territorial Guidelines

Every dental hygienist will be assigned to a territory.

Limits of Liability

Policy limits are based on a per claim/aggregate basis

Limits available:

\$1,000,000 per claim/\$3,000,000 aggregate

Hygienist Business Liability coverage will carry an occurrence limit of liability equal to the above limits. The aggregate limit applies to both the Professional Liability and Hygienist Business Liability.

Waiver of Premium

All policy changes that result in additional premium of \$10.00 or less will be waived.

Discounts/Credits

Recently graduated hygienists are eligible for a new hygienist discount of 50% on the annual premium. This premium discount is granted for **one** year.

Student hygienists, if they are practicing in a supervised setting, are eligible for a 50% discount.

Policyholders may have their coverage suspended for six months for such things as maternity leave, care of new born or family members. For military service the suspension may be granted for up to 1 year.

Cancellation/Non-Renewal

A policy may be canceled for non-payment, and ten days notice will be given. A policy if it is to be non-renewed will be given sixty days notice.

Declination

An applicant to TDIC may be declined if, within the last five years, while a licensed hygienist:

1. There have been two claims, suit or non-suit, open or closed.
2. There has been one claim closed with an indemnity payment of \$12,000 or more.
3. The applicant is uninsured and has a claim of any kind.
4. There has been a state board action.
5. Any applicant who previously has been non-renewed by TDIC for claims frequency or severity, or state board actions.
6. Pattern of practice that does not meet underwriting standards; such as an independent practice.
7. There are any open claims.

Non-Renewal

Policies will be non-renewed for the following reasons:

1. Claims activity which can include frequency and/or severity.
2. State board actions
3. Deterioration of the pattern of practice
4. Falsification of the insurance application.
5. Alteration of patients' records.

6. Felony or misdemeanor conviction (if in connection with a dental practice);
7. Not reporting a claim or potential claim in a timely manner(if the claims department determines this delay affected the handling of the claim);
8. State dental association non-membership

Extended Reporting Period Endorsement

All policies canceled or non-renewed will be sent a certified letter offering an extended reporting period endorsement, and will include the cost. The premium used for this endorsement is based on rates and rules in effect at the time the extended report endorsement is issued.

The entire extended reporting period endorsement premium may be waived for death and for total permanent disability.

Rates

Territorial definition

All one territory

Premium

\$125

Discounts

New graduate	50%
Student	50%

Extended Reporting Rate

The extended reporting rate is applied to the basic premium and is calculated as follows:

First year	.80%
Second year	1.20%
Third year	1.40%
Fourth year	1.50%
Fifth year and beyond	1.55%

January 19, 2007

Ms. Carolyn Unger
Vice President, Underwriting
The Dentists Insurance Company
1201 K Street Mall
Sacramento, CA 95812

Dear Ms. Unger:

This letter is written in response to your inquiry regarding a rate for dental hygienists claims-made professional liability coverage in Illinois. As we discussed, there is little information on separate limits coverage rates for this exposure.

Based on our search of filing materials, we have the following observations:

- A number of companies will add hygienists as additional named insureds to a dentist policy (without separate limits) for no charge.
- In a couple of the states we reviewed, CNA charges 5% to add a hygienist as an additional insured, without providing separate limits.
- In setting rates, TDIC should consider not only the expected losses but also the risk of the infrequent large claim and the cost of processing an application and issuing a policy.

Given the above and considering the limited amount of information provided by TDIC, we would suggest a percentage charge of 5% – 7.5% of the underlying general dentist rate to determine a separate limit charge for dental hygienists. Given current Illinois rates this approach would produce rates in the following range (\$1M/\$3M mature claims-made).

	5%	7.5%
Territory A	\$91	\$137
Territory B	59	89

Ms. Carolyn Unger
January 19, 2007
Page 2.


**TOWERS
PERRIN**
TILLINGHAST

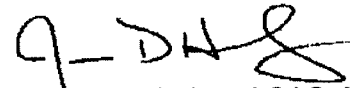
We understand TDIC management proposes a single rate of \$125 for \$1 million/\$3 million coverage which is in the range suggested and seems reasonable given the noted administrative tasks associated with handling applications and policy issuance. For extended reporting coverage, tail factors are based on the dental rates (1st year = .80, 2nd year = 1.20, 3rd year = 1.40, 4th year = 1.50, and mature = 1.55) applicable the underlying \$125 base rate.

This letter is intended for TDIC management internal use in evaluating rates for the dental hygienist professional liability program in Illinois. A copy may also be provided to the Illinois department of Insurance as part of the company's filing to explain the underlying basis and approach in setting rates.

Please call if you would like to discuss this.

Sincerely,

TOWERS PERRIN



James D. Hurley, ACAS, MAAA
Direct Dial: (404) 365-1632

JDH:ml

**THE DENTISTS INSURANCE COMPANY
RULES AND RATES MANUAL
FOR ILLINOIS**

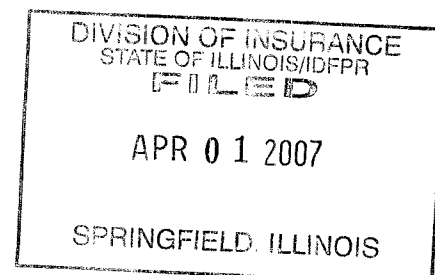
DIVISION OF INSURANCE
STATE OF ILLINOIS/DFPR
FILED

APR 01 2007

SPRINGFIELD, ILLINOIS

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**PROFESSIONAL AND BUSINESS LIABILITY RULES FOR DENTAL
HYGIENISTS**

Eligibility

Membership of a state dental association is a requirement for coverage.

Applicants practicing in more than one state will be declined.

The Dentists Insurance Company (TDIC) may insure hygienist who have been practicing uninsured. Prior acts will not be provided and applicant must be claims free for the past five (5) years.

A Declarations Insert is required for all applicants requesting prior acts coverage.

Policy Term

All policies will have a common renewal date of January 1. The policies have a retroactive date which will trigger coverage if "prior acts" coverage is needed. Prior acts coverage can be granted back to July 1, 1984, if needed.

Payment of Premium

Payment can only be paid annually.

Classification/Specialty

Specialty Code	70
Classification Code	70
Description	Dental Hygienist

Territorial Guidelines

Every dental hygienist will be assigned to a territory.

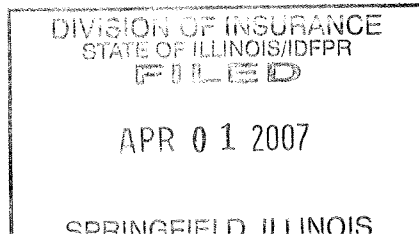
Limits of Liability

Policy limits are based on a per claim/aggregate basis

Limits available:

\$1,000,000 per claim/\$3,000,000 aggregate

Hygienist Business Liability coverage will carry an occurrence limit of liability equal to the above limits. The aggregate limit applies to both the Professional Liability and Hygienist Business Liability.



Waiver of Premium

All policy changes that result in additional premium of \$10.00 or less will be waived.

Discounts/Credits

Recently graduated hygienists are eligible for a new hygienist discount of 50% on the annual premium. This premium discount is granted for **one** year.

Student hygienists, if they are practicing in a supervised setting, are eligible for a 50% discount.

Policyholders may have their coverage suspended for six months for such things as maternity leave, care of new born or family members. For military service the suspension may be granted for up to 1 year.

Policyholders who work 24 hrs or less a week are eligible for a 50% discount.

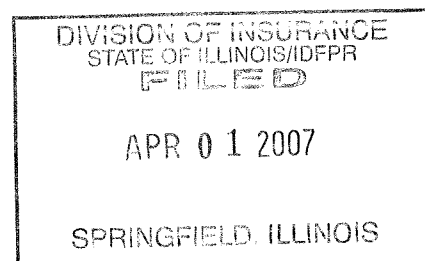
Cancellation/Non-Renewal

A policy may be canceled for non-payment, and ten days notice will be given. A policy if it is to be non-renewed will be given sixty days notice.

Declination

An applicant to TDIC may be declined if, within the last five years, while a licensed hygienist:

1. There have been two claims, suit or non-suit, open or closed.
2. There has been one claim closed with an indemnity payment of \$12,000 or more.
3. The applicant is uninsured and has a claim of any kind.
4. There has been a state board action.
5. Any applicant who previously has been non-renewed by TDIC for claims frequency or severity or state board actions.
6. Pattern of practice that does not meet underwriting standards; such as an independent practice.
7. There are any open claims.



Non-Renewal

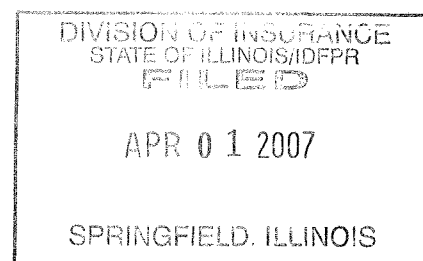
Policies will be non-renewed for the following reasons:

1. Claims activity, which can include frequency and/or severity.
2. State board actions.
3. Deterioration of the pattern of practice.
4. Falsification of the insurance application.
5. Alteration of patients' records.
6. Felony or misdemeanor conviction (if in connection with a dental practice);
7. Not reporting a claim or potential claim in a timely manner(if the claims department determines this delay affected the handling of the claim);
8. State dental association non-membership.

Extended Reporting Period Endorsement

All policies canceled or non-renewed will be sent a certified letter offering an extended reporting period endorsement, and will include the cost. The premium used for this endorsement is based on rates and rules in effect at the time the extended report endorsement is issued. The premium in force at the time of cancellation/nonrenewal including any discounts/credits will not be removed in determining the extended reporting period premium. The policyholder will have sixty (60) days after the effective date of termination to provide a written acceptance and to pay the premium. The extended reporting period will be for an unlimited timeframe.

The entire extended reporting period endorsement premium may be waived for death and for total permanent disability. The entire extended reporting period endorsement premium will be waived for retirement if the policyholder has been insured for three consecutive years with TDIC.



Rates

Territorial definition

All one territory

Premium

\$125

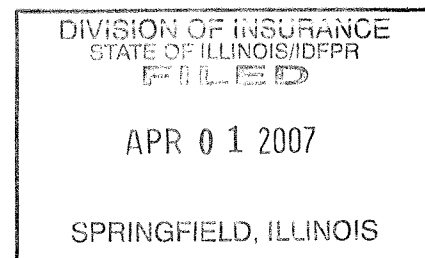
Discounts

New graduate	50%
Student	50%
Part-time	50%

Extended Reporting Rate

The extended reporting rate is applied to the expiring annual premium and is calculated as follows:

First year	.80%
Second year	1.20%
Third year	1.40%
Fourth year	1.50%
Fifth year and beyond	1.55%



DENTAL HYGIENIST POLICY

Primary Coverages

A-Professional Liability – coverage is for professional liability for hygienist and is on a claims-made basis. The claim must be for an occurrence that happens after the retroactive date and before the expiration date. All claims/incidents must be reported to us in writing no later than sixty (60 days) after the end of the policy expiration

B-Hygienist's Business Liability- coverage is for third party losses of bodily injury, property damage, personal injury or advertising injury. This coverage is on an occurrence basis.

C-Regulatory Authority Legal Defense Reimbursement –coverage is for defense costs for a claim made against you by a state agency that licenses hygienists. This coverage is on a claims-made basis.

Additional Coverage

Personal Assault Coverage – In addition to limits for A, B & C there is a limit of \$10,000 per one assault with a limit of \$25,000 for all assaults during a policy period.

The assault must occur on premises where professional services are being performed by the policyholder, on the ways immediately adjoining such premises or while traveling to or from those premises. It covers medical expenses incurred for bodily injury and cost of repairing or replacing personal property you own, other than any mode of transportation.

This coverage is excess over any other available insurance but not limited to any health or property insurance.

Loss of earnings for attending a deposition or trial - \$500 for each day not to exceed \$10,000 for any one claim.

Medical payments -\$10,000 including bodily injury caused by rendering professional service and first aid at the time of an accident.

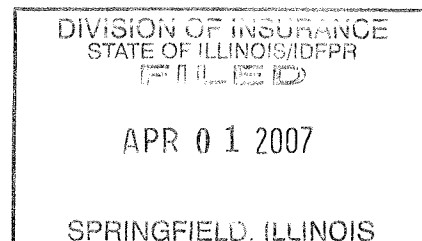
Persons Insured

All coverages – The person described in Item 1 of the declarations insert.

Coverage A & B –Any person or entity made an insured by written endorsement.

Other Insurance

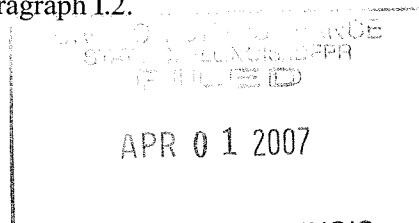
If any **insured** has other valid and collectible insurance available to pay for the same loss or damage being claimed under this policy, **our** obligations under this policy are limited as follows:



1. This insurance is primary unless the claim is within the scope of subsection 2. below. When this insurance is primary, **we** will share with the other available and collectible insurance as follows:
 - a. If all of the other insurance policies permit contribution by equal shares, **we** will contribute on that basis such that each insurer contributes equal amounts toward costs of defense, settlement and/or judgment until it has actually paid its applicable limit(s) of liability or no further costs of defense, settlement or judgment remain, whichever first occurs.
 - b. If any of the other insurance policies do not permit contribution by equal shares, **we** will contribute according to the ratio of **our** applicable limit of liability to the total applicable limits of liability of all available insurance policies.
2. This insurance is excess of other valid and collectible insurance, whether primary, excess, contingent, or otherwise, when that insurance:
 - a. Is fire, property, extended coverage or other “first party” coverage under which **you** are an insured; or
 - b. Is an automobile, other motor vehicle, aircraft or watercraft liability policy and the **claim** arises out of ownership, maintenance or use of an automobile, other motor vehicle, aircraft or watercraft.

When this insurance is excess, **we** have no duty to defend the Insured against any “suit” if any other insurer has a duty to defend it. However, if no other insured defends, **we** will do so but will be subrogated to the insured’s rights against all other insurers providing valid and collectible insurance or having a duty to defend.

When **our** insurance is excess over other insurance pursuant to this section, **we** will pay only **our** share of the amount against which the insured is indemnified, if any, that exceeds the sum of: (1) the total amount all other insurers would pay in the absence of this insurance and (2) the total of all deductibles and self-insured amounts under that insurance. **We** will share the remaining indemnity amount, if any, with any other insurance that is not the subject of this Subparagraph I.2.



and is not designated specifically as excess of the limits
of liability specified

